UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
WESTERN DIVISION
NO. 5:17-cv-00124

<table>
<tr><td>JORGE SUAREZ,

Plaintiff,

v.

CAMDEN PROPERTY TRUST,
CAMDEN DEVELOPMENT, INC., and
CSP COMMUNITY OWNER, LP f/k/a
CSP COMMUNITY OWNER, LLC, d/b/a
CAMDEN WESTWOOD,

Defendants.</td><td>)
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)</td><td>ANSWER</td></tr>
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Defendants Camden Property Trust, Camden Development, Inc. ("Camden Development"); and CSP Community Owner, LP ("Camden Community Owner") (collectively "Defendants") through counsel, hereby respond to the Class Action Complaint of Plaintiff Jorge Suarez ("Plaintiff") as follows:

FIRST DEFENSE

The Complaint fails to state a cause of action for which relief can be granted against Defendants. Accordingly, the Complaint should be dismissed pursuant to Rule 12(b)(6) of the Federal Rules of Civil Procedure.

SECOND DEFENSE AND ANSWER

Defendants, specifically answering the allegations in the sections and numbered paragraphs of the Complaint, state:

NATURE OF THE ACTION

1. Defendants admit Plaintiff through this putative class action attempts to state claims against Defendants for purported unlawful debt collection practices. Defendants deny

any such liability. Except as expressly admitted, Defendants deny the allegations in this paragraph.

2. Defendants admit Plaintiff through this putative class action attempts to state claims against Defendants under the North Carolina Debt Collection Act, N.C. Gen. Stat. § 75-50, et seq., the Residential Rental Agreements Act, N.C. Gen. Stat. § 42-38 et seq., the Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1.1 et seq., and the Uniform Declaratory Judgment Act, N.C. Gen. Stat. § 1-253, et seq. Defendants deny any such liability. Except as expressly admitted, Defendants deny the allegations in this paragraph.

3. Defendants admit Plaintiff in this action is attempting to represent classes of tenants of North Carolina apartment complexes in which Camden Development provides property management services. Except as expressly admitted, Defendants deny the allegations in this paragraph.

JURISDICTION AND VENUE

4. Defendants incorporate by reference their responses to the preceding allegations as if fully herein set forth.

5. Defendants admit the U.S. District Court for the Eastern District of North Carolina has jurisdiction over the parties and this action pursuant to 28 U.S.C. §§ 1332, 1441, and 1446. Except as expressly admitted, Defendants deny the allegations in this paragraph.

6. Defendants admit venue is proper in this Court pursuant to 28 U.S.C. § 1441(a) and 1446(a). Except as expressly admitted, Defendants deny the allegations in this paragraph.

7. This paragraph constitutes legal conclusions to which no response is required by Defendants. To the extent a response is required, Defendants deny the allegations in this paragraph.

PARTIES

8. Defendants incorporate by reference their responses to the preceding allegations as if fully herein set forth.

9. Defendants admit Plaintiff leased an apartment at Camden Westwood Apartments pursuant to a Rental Contract with Camden Development. Except as expressly admitted, Defendants deny the allegations in this paragraph.

10. This paragraph constitutes legal conclusions to which no response is required by Defendants. To the extent a response is required, Defendants deny the allegations in this paragraph, particularly because this paragraph contains no temporal scope or other context.

11. This paragraph constitutes legal conclusions to which no response is required by Defendants. To the extent a response is required, Defendants deny the allegations in this paragraph, particularly because this paragraph contains no temporal scope or other context.

12. Defendants admit the first sentence of this paragraph. Except as expressly admitted, Defendants deny the allegations in this paragraph.

13. Admitted.

14. Defendants deny that Camden Community Owner is organized under the laws of the State of North Carolina. Defendants admit Camden Community Owner is a limited liability company organized under the laws of the State of Delaware with a principal place of business in Houston, Texas. Defendants admit Camden Community Owner conducts business in Wake County, North Carolina, and owns and operates apartment complexes in Wake County, North Carolina, including the Camden Westwood Apartments located at 2100 Summit Ridge Loop in Morrisville, North Carolina. Defendants admit CSP Community Owner, LLC converted to CSP

Community Owner, LP on December 22, 2016. Defendants deny the last sentence of this paragraph. Except as expressly admitted, Defendants deny the allegations in this paragraph.

15. Defendants answer the subsections of this paragraph as follows:

a. Admitted.

b. Defendants admit Camden Development employs persons to operate properties owned by Camden Property Trust or a subsidiary company, including the Camden Westwood Apartments owned by Camden Community Owner. Except as expressly admitted, Defendants deny the allegations in this subsection.

c. Defendants admit Camden Property Trust owns Camden Development. Except as expressly admitted, Defendants deny the allegations in this paragraph.

d. Admitted.

e. Defendants admit Camden Development manages properties owned by Camden Property Trust and Camden Community Owner and is owned by Camden Property Trust.

f. Defendants admit Camden Property Trust owns Camden Development. Except as expressly admitted, Defendants deny the allegations in this subsection.

g. Defendants admit Camden Summit Partnership, L.P., owns Camden Community Owner. Except as expressly admitted, Defendants deny the allegations in this subsection.

h. Defendants admit Plaintiff attempts to allege Defendants are alter egos of one another. Except as expressly admitted, Defendants deny the allegations in this subsection.

i. Denied.

a.(sic) Denied.

16. This paragraph constitutes legal conclusions to which no response is required by Defendants. To the extent a response is required, Defendants deny the allegations in this paragraph, particularly because this paragraph contains no temporal scope or other context.

17. This paragraph constitutes legal conclusions to which no response is required by Defendants. To the extent a response is required, Defendants deny the allegations in this paragraph, particularly because this paragraph contains no temporal scope or other context.

18. This paragraph constitutes legal conclusions to which no response is required by Defendants. To the extent a response is required, Defendants deny the allegations in this paragraph, particularly because this paragraph contains no temporal scope or other context.

GENERAL BACKGROUND

19. Defendants incorporate by reference their responses to the preceding allegations as if fully herein set forth.

20. Defendants admit that each tenant agreeing to a Rental Contract is subject to its terms, including those terms pertaining to default. Defendants admit that each tenant failing to pay rental amounts in default under the Rental Contract is charged with the late fees and eviction fees authorized by the Rental Contract and N.C. Gen. Stat. § 42-26. Except as expressly admitted, Defendants deny the allegations in this paragraph.

21. Defendants admit that, pursuant to the Rental Contract, tenants are charged with the fees authorized by N.C. Gen. Stat. § 42-26(e)-(h) (and only to the extent statutorily authorized) in order to cure a default resulting in the filing of a summary ejectment complaint. Except as expressly admitted, Defendants deny the allegations in this paragraph.

22. Defendants admit that each tenant agreeing to a Rental Contract is subject to its terms, including those terms pertaining to default. Except as expressly admitted, Defendants deny the allegations in this paragraph.

23. Defendants admit that the terms of the Rental Contract are applied uniformly to each tenant who agrees to the Rental Contract. Except as expressly admitted, Defendants deny the allegations in this paragraph.

24. Defendants admit employees of Camden Development consistently follow the terms of the Rental Contract, including the terms pertaining to a tenant's default. Except as expressly admitted, Defendants deny the allegations in this paragraph.

25. Defendants admit tenants are sent Late Payment Notices after the 5th day of the month in which their rental payment is delinquent. Defendants admit the Late Payment Notices notify such tenants that "Filing/Attorney Fees" will be assessed if the tenants do not pay the owed rental amount by the 15th of the month. Except as expressly admitted, Defendants deny the allegations in this paragraph.

26. Defendants admit Camden Development's computer system generates and sends Late Payment Notices to tenants who are delinquent in rent after the 5th day of the month. Defendants admit Plaintiff attached as Exhibit A to the Complaint a Late Payment Notice sent to Plaintiff. Except as expressly admitted, Defendants deny the allegations in this paragraph.

27. Defendants admit that, pursuant to the Rental Contract and after the 15th of the month in which rent is delinquent, tenants are charged with the fees authorized by N.C. Gen. Stat. § 42-26(e)-(h) (and only to the extent statutorily authorized) in order to cure a default resulting in the filing of a summary ejectment complaint. Except as expressly admitted, Defendants deny the allegations in this paragraph.

28. Denied.

29. Defendants admit that, pursuant to the Rental Contract and after the 15th of the month in which rent is delinquent, tenants are charged with the fees authorized by N.C. Gen. Stat. § 42-26(e)-(h) (and only to the extent statutorily authorized) in order to cure a default resulting in the filing of a summary ejectment complaint. Except as expressly admitted, Defendants deny the allegations in this paragraph.

30. Defendants admit that, pursuant to the Rental Contract, tenants are charged with the fees authorized by N.C. Gen. Stat. § 42-26(e)-(h) (and only to the extent statutorily authorized) in order to cure a default resulting in the filing of a summary ejectment complaint. Except as expressly admitted, Defendants deny the allegations in this paragraph.

31. Defendants admit employees at Camden Property Trust's apartments consistently follow the terms of the Rental Contract, including the charging of fees authorized by N.C. Gen. Stat. § 42-26(e)-(h). Except as expressly admitted, Defendants deny the allegations in this paragraph.

32. Defendants admit that, pursuant to the Rental Contract, tenants are charged with the fees authorized by N.C. Gen. Stat. § 42-26(e)-(h) (and only to the extent statutorily authorized) in order to cure a default resulting in the filing of a summary ejectment complaint. Defendants admit Camden Development attempts to collect rental amounts owed, including fees authorized by N.C. Gen. Stat. § 42-26(e)-(h), to allow tenants to cure defaults under the Rental Contracts. Except as expressly admitted, Defendants deny the allegations in this paragraph.

33. Denied.

34. Denied.

35. Denied.

FACTS SPECIFIC TO PLAINTIFF JORGE SUAREZ

36. Defendants incorporate by reference their responses to the preceding allegations as if fully herein set forth.

37. Admitted.

38. Admitted.

39. Admitted.

40. Admitted.

41. Defendants admit, upon information and belief, Plaintiff received the Late Charge Notice attached as Exhibit A to the Complaint. Except as expressly admitted, Defendants deny the allegations in this paragraph.

42. Defendants admit that at 1:12 p.m. CST on January 15, 2017, Plaintiff was charged with a $61.00 fee authorized by N.C. Gen. Stat. § 42-46(e) in order to cure a default resulting in the filing of a summary ejectment complaint against Plaintiff. Except as expressly admitted, Defendants deny the allegations in this paragraph.

43. Defendants admit that at 1:12 p.m. CST on January 15, 2017, Plaintiff was charged with a $191.00 fee authorized by N.C. Gen. Stat. § 42-46(h)(3) in connection with the filing of a summary ejectment complaint against Plaintiff. Defendants admit Plaintiff has attached as Exhibit C to the Complaint a screenshot of Plaintiff's account at Camden Westwood Apartments that erroneously lists a posting date of January 14, 2017. Except as expressly admitted, Defendants deny the allegations in this paragraph.

44. Defendants admit that Exhibit C to the Complaint lists a balance of $1,524.56 after application of the fees described in paragraph 40 of Plaintiff's Complaint and paragraphs

42 and 43 of this Answer. Except as expressly admitted, Defendants deny the allegations in this paragraph.

45. Defendants deny a summary ejectment action against Plaintiff had not been initiated by January 15, 2016. Defendants lack information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph and therefore deny the same.

46. Defendants admit Plaintiff delivered a cashier's check dated January 19, 2016, in the amount of $1,600.00, in excess of the outstanding rental balance of $1,524.56. Defendants admit Plaintiff attached a copy of a cashier's check as Exhibit D to the Complaint. Except as expressly admitted, Defendants deny the allegations in this paragraph.

47. Defendants admit Camden Community Owner initiated a summary ejectment complaint against Plaintiff on January 15, 2016, which is attached to the Complaint as Exhibit E. Except as expressly admitted, Defendants deny the allegations in this paragraph.

48. Defendants admit Camden Community Owner dismissed the summary ejectment complaint against Plaintiff on February 4, 2016. Except as expressly admitted, Defendants deny the allegations in this paragraph.

49. Defendants admit they have not refunded payment of the fees described in paragraph 40 of Plaintiff's Complaint and paragraphs 42 and 43 of this Answer. Except as expressly admitted, Defendants deny the allegations in this paragraph.

50. Defendants admit the terms of the Rental Agreement, including the terms pertaining to default, are applied consistently with respect to tenants who have agreed to a Rental Agreement. Except as expressly admitted, Defendants deny the allegations in this paragraph.

51. Defendants lack information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph and therefore deny the same.

52. Denied.

COMMON CLASS ALLEGATIONS
"Preliminary Camden Westwood Class"

53. Defendants incorporate by reference their responses to the preceding allegations as if fully herein set forth.

54. Defendants admit Plaintiff through this action seeks to represent a "Preliminary Camden Westwood Class" that he describes in his Complaint. Defendants deny both that the Court should certify a "Preliminary Camden Westwood Class" and that this action should this action should be maintained as a class action. Except as expressly admitted, Defendants deny the allegations in this paragraph.

55. Defendants admit Camden Development's business records contain names and current addresses of current tenants at the Camden Westwood Apartments, who could be notified of this action by published and/or mailed notice. Except as expressly admitted, Defendants deny the allegations in this paragraph.

56. Defendants admit that, in the four years preceding the filing of Plaintiff's Complaint, a presently unknown number of tenants at Camden Westwood Apartments received a Late Payment Notice similar to Exhibit A to the Complaint. Except as expressly admitted, Defendants deny the allegations in this paragraph.

57. Defendants admit Camden Development's policy has been to send Late Payment Notices to tenants on or about the 6th day of a month in which a tenant has not paid monthly rent. Except as expressly admitted, Defendants deny the allegations in this paragraph.

58. Defendants admit employees of Camden Development consistently follow the terms of the Rental Contract, including the terms pertaining to a tenant's default. Defendants admit that tenants agreeing to a Rental Contract are subject to its terms and conditions, including those terms and conditions pertaining to default. Except as expressly admitted, Defendants deny the allegations in this paragraph.

59. This paragraph constitutes legal conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations in this paragraph.

60. This paragraph constitutes legal conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations in this paragraph.

61. Denied.

62. Denied (including all subsections).

63. Denied.

a. Defendants admit Camden Development has a policy of sending Late Payment Notices to tenants at Camden Westwood Apartments who have failed to pay monthly rent by the 5th day of the month. Except as expressly admitted, Defendants deny the allegations in this paragraph.

b. Defendants admit Camden Development sends Late Payment Notices to tenants at Camden Westwood Apartments who have failed to pay monthly rent by the 5th day of the month and that Defendants admit the Late Payment Notices notify such tenants that the Late Payment Notices notify such tenants that "Filing/Attorney Fees" will be assessed if the tenants do not pay the owed rental amount by the 15th of the month. Except as expressly admitted, Defendants deny the allegations in this paragraph.

64. Defendants lack information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph and therefore deny the same.

65. Defendants lack information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph and therefore deny the same.

66. Defendants lack information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph and therefore deny the same.

67. Denied.

68. Defendants deny certification of a class action is appropriate.

a. This subsection constitutes legal conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations in this subsection.

b. Defendants admit that tenants agreeing to a Rental Contract applicable to Camden Westwood Apartments are subject to its terms and conditions, including those terms and conditions pertaining to default under the Rental Contract. Except as expressly admitted, Defendants deny the allegations in this subsection.

c. Defendants admit employees of Camden Development consistently follow the terms of the Rental Contract, including the terms pertaining to a tenant's default. Defendants admit that tenants agreeing to a Rental Contract are subject to its terms and conditions, including those terms and conditions pertaining to default. Except as expressly admitted, Defendants deny the allegations in this subsection.

d. Defendants admit Late Payment Notices have been sent to tenants at Camden Westwood Apartments who have failed to pay monthly rent by the 5th day of the month. Except as expressly admitted, Defendants deny the allegations in this subsection.

e. This subsection constitutes legal conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations in this subsection.

f. Denied.

g. Denied.

COMMON CLASS ALLEGATIONS
"Camden Westwood Dismissal Class"

69. Defendants incorporate by reference their responses to the preceding allegations as if fully herein set forth.

70. Defendants admit Plaintiff through this action seeks to represent a "Camden Westwood Dismissal Class" that he describes in his Complaint. Defendants deny both that the Court should certify a "Camden Westwood Dismissal Class" and that this action should be maintained as a class action. Except as expressly admitted, Defendants deny the allegations in this paragraph.

71. Defendants admit Camden Development's business records contain names and current addresses of current tenants at the Camden Westwood Apartments, who could be notified of this action by published and/or mailed notice. Except as expressly admitted, Defendants deny the allegations in this paragraph.

72. Defendants admit that, in the four years preceding the filing of Plaintiff's Complaint, a presently unknown number of tenants at Camden Westwood Apartments paid fees authorized by N.C. Gen. Stat. § 42-26(e)-(h) (and only to the extent statutorily authorized) in order to cure defaults resulting in the filing of summary ejectment complaints. Except as expressly admitted, Defendants deny the allegations in this paragraph.

73. Defendants admit Camden Development's policy has been to charge fees authorized by the Rental Contract and N.C. Gen. Stat. § 42-26 to tenants in default under the Rental Contract on or after the 15th day of the month in order for tenants to cure defaults resulting in the filing of summary ejectment complaints. Except as expressly admitted, Defendants deny the allegations in this paragraph.

74. Defendants admit employees of Camden Development consistently follow the terms of the Rental Contract, including the terms pertaining to a tenant's default. Defendants admit that tenants agreeing to a Rental Contract are subject to its terms and conditions, including those terms and conditions pertaining to default. Except as expressly admitted, Defendants deny the allegations in this paragraph.

75. This paragraph constitutes legal conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations in this paragraph.

76. This paragraph constitutes legal conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations in this paragraph.

77. Denied.

78. Denied (including all subsections).

79. Denied.

a. Defendants admit Camden Development's policy has been to charge fees authorized by the Rental Contract and N.C. Gen. Stat. § 42-26 to tenants in default under the Rental Contract on or after the 15th day of the month in order for tenants to cure defaults resulting in the filing of summary ejectment complaints. Except as expressly admitted, Defendants deny the allegations in this paragraph.

b. Defendants admit that a presently unknown number of tenants at Camden Westwood Apartments paid fees authorized by N.C. Gen. Stat. § 42-26(e)-(h) (and only to the extent statutorily authorized) in order to cure defaults resulting in the filing of summary ejectment complaints. Except as expressly admitted, Defendants deny the allegations in this paragraph.

80. Defendants lack information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph and therefore deny the same.

81. Defendants lack information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph and therefore deny the same.

82. Denied.

83. Defendants deny certification of a class action is appropriate.

a. This subsection constitutes legal conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations in this subsection.

b. Defendants admit that tenants agreeing to a Rental Contract applicable to Camden Westwood Apartments are subject to its terms and conditions, including those terms and conditions pertaining to default under the Rental Contract. Except as expressly admitted, Defendants deny the allegations in this subsection.

c. Defendants admit employees of Camden Development consistently follow the terms of the Rental Contract, including the terms pertaining to a tenant's default. Defendants admit that tenants agreeing to a Rental Contract applicable to Camden Westwood Apartments are subject to its terms and conditions, including those terms and conditions pertaining to default. Except as expressly admitted, Defendants deny the allegations in this subsection.

d. This subsection constitutes legal conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations in this subsection.

e. Denied.

f. Denied.

COMMON CLASS ALLEGATIONS
"Preliminary North Carolina Class"

84. Defendants incorporate by reference their responses to the preceding allegations as if fully herein set forth.

85. Defendants admit Plaintiff through this action seeks to represent a "Preliminary North Carolina Class" that he describes in his Complaint. Defendants deny both that the Court should certify a "Preliminary North Carolina Class" and that this action should this action should be maintained as a class action. Except as expressly admitted, Defendants deny the allegations in this paragraph.

86. Defendants admit its business records contain names and current addresses of current tenants at the Camden Westwood Apartments, who could be notified of this action by published and/or mailed notice. Except as expressly admitted, Defendants deny the allegations in this paragraph.

87. Defendants admit that, in the four years preceding the filing of Plaintiff's Complaint, a presently unknown number of tenants at Camden Community Owner's apartments in North Carolina received Late Payment Notices warning tenants that "Filing/Attorney Fees"

will be assessed if the tenants do not pay the owed rental amount by the 15th of the month. Except as expressly admitted, Defendants deny the allegations in this paragraph.

88. Defendants admit Camden Development's policy has been to send Late Payment Notices to tenants on or about the 6th day of a month in which a tenant has not paid monthly rent. Except as expressly admitted, Defendants deny the allegations in this paragraph.

89. Defendants admit employees of Camden Development consistently follow the terms of the Rental Contract, including the terms pertaining to a tenant's default. Defendants admit that tenants agreeing to a Rental Contract are subject to its terms and conditions, including those terms and conditions pertaining to default under the Rental Contract. Except as expressly admitted, Defendants deny the allegations in this paragraph.

90. This paragraph constitutes legal conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations in this paragraph.

91. This paragraph constitutes legal conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations in this paragraph.

92. Denied.

93. Denied (including all subsections).

94. Denied.

a. Defendants admit Camden Development has a policy of sending Late Payment Notices to tenants in North Carolina who have failed to pay monthly rent by the 5th day of the month. Except as expressly admitted, Defendants deny the allegations in this paragraph.

b. Defendants admit Camden Development sends Late Payment Notices to tenants who have failed to pay monthly rent by the 5th day of the month and that

Defendants admit the Late Payment Notices notify such tenants that the Late Payment Notices notify such tenants that “Filing/Attorney Fees” will be assessed if the tenants do not pay the owed rental amount by the 15th of the month. Except as expressly admitted, Defendants deny the allegations in this paragraph.

95. Defendants lack information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph and therefore deny the same.

96. Defendants lack information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph and therefore deny the same.

97. Defendants lack information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph and therefore deny the same.

98. Denied.

99. Defendants deny certification of a class action is appropriate.

a. This subsection constitutes legal conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations in this subsection.

b. Defendants admit that tenants agreeing to a Rental Contract are subject to its terms and conditions, including those terms and conditions pertaining to default. Except as expressly admitted, Defendants deny the allegations in this subsection.

c. Defendants admit employees of Camden Development consistently follow the terms of the Rental Contract, including the terms pertaining to a tenant’s default. Defendants admit that tenants agreeing to a Rental Contract are subject to its terms and conditions, including those terms and conditions pertaining to default. Except as expressly admitted, Defendants deny the allegations in this subsection.

d. Defendants admit Late Payment Notices have been sent to tenants in North Carolina who have failed to pay monthly rent by the 5th day of the month. Except as expressly admitted, Defendants deny the allegations in this subsection.

e. This subsection constitutes legal conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations in this subsection.

f. Denied.

g. Denied.

COMMON CLASS ALLEGATIONS
"North Carolina Dismissal Class"

100. Defendants incorporate by reference their responses to the preceding allegations as if fully herein set forth.

101. Defendants admit Plaintiff through this action seeks to represent a "North Carolina Dismissal Class" that he describes in his Complaint. Defendants deny both that the Court should certify a "North Carolina Dismissal Class" and that this action should this action should be maintained as a class action. Except as expressly admitted, Defendants deny the allegations in this paragraph.

102. Defendants admit Camden Development's business records contain names and current addresses of current tenants at their apartments in North Carolina, who could be notified of this action by published and/or mailed notice. Except as expressly admitted, Defendants deny the allegations in this paragraph.

103. Defendants admit that, in the four years preceding the filing of Plaintiff's Complaint, a presently unknown number of tenants in North Carolina paid fees authorized by N.C. Gen. Stat. § 42-26(e)-(h) (and only to the extent statutorily authorized) in order to cure

defaults resulting in the filing of summary ejectment complaints. Except as expressly admitted, Defendants deny the allegations in this paragraph.

104. Defendants admit Camden Development's policy has been to charge fees authorized by the Rental Contract and N.C. Gen. Stat. § 42-26 to tenants in default under the Rental Contract on or after the 15th day of the month in order for tenants to cure defaults resulting in the filing of summary ejectment complaints. Except as expressly admitted, Defendants deny the allegations in this paragraph.

105. Defendants admit employees Camden Community Owner's apartments consistently follow the terms of the Rental Contract, including the terms pertaining to a tenant's default. Defendants admit that tenants agreeing to a Rental Contract are subject to its terms and conditions, including those terms and conditions pertaining to default under the Rental Contract. Except as expressly admitted, Defendants deny the allegations in this paragraph.

106. This paragraph constitutes legal conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations in this paragraph.

107. This paragraph constitutes legal conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations in this paragraph.

108. Denied.

109. Denied (including all subsections).

110. Denied.

a. Defendants admit Camden Development's policy has been to charge fees authorized by the Rental Contract and N.C. Gen. Stat. § 42-26 to tenants in default under the Rental Contract on or after the 15th day of the month in order for tenants to cure defaults resulting in the filing of summary ejectment complaints. Except as expressly admitted, Defendants deny the allegations in this paragraph.

b. Defendants admit that a presently unknown number of tenants in North Carolina paid fees authorized by N.C. Gen. Stat. § 42-26(e)-(h) (and only to the extent statutorily authorized) in order to cure defaults resulting in the filing of summary ejectment complaints. Except as expressly admitted, Defendants deny the allegations in this paragraph.

111. Defendants lack information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph and therefore deny the same.

112. Defendants lack information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph and therefore deny the same.

113. Denied.

114. Defendants deny certification of a class action is appropriate.

a. This subsection constitutes legal conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations in this subsection.

b. Defendants admit that tenants agreeing to a Rental Contract are subject to its terms and conditions, including those terms and conditions pertaining to default. Except as expressly admitted, Defendants deny the allegations in this subsection.

c. Defendants admit employees of Camden Development consistently follow the terms of the Rental Contract, including the terms pertaining to a tenant's default. Defendants admit that tenants agreeing to a Rental Contract are subject to its terms and conditions, including those terms and conditions pertaining to default. Except as expressly admitted, Defendants deny the allegations in this subsection.

d. This subsection constitutes legal conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations in this subsection.

e. Denied.

f. Denied.

FIRST CAUSE OF ACTION
(Violation of North Carolina Debt Collection Act
N.C.G.S. § 75-50 *et seq.*)

115. Defendants incorporate by reference their responses to the preceding allegations as if fully herein set forth.

116. This paragraph constitutes legal conclusions to which no response is required by Defendants. To the extent a response is required, Defendants deny the allegations in this paragraph.

117. This paragraph constitutes legal conclusions to which no response is required by Defendants. To the extent a response is required, Defendants deny the allegations in this paragraph.

118. This paragraph constitutes legal conclusions to which no response is required by Defendants. To the extent a response is required, Defendants deny the allegations in this paragraph.

119. This paragraph constitutes legal conclusions to which no response is required by Defendants. To the extent a response is required, Defendants deny the allegations in this paragraph.

120. This paragraph constitutes legal conclusions to which no response is required by Defendants. To the extent a response is required, Defendants deny the allegations in this paragraph.

121. Denied.

122. Denied.

123. Denied.

124. Denied.

125. This paragraph constitutes legal conclusions to which no response is required by Defendants. To the extent a response is required, Defendants deny the allegations in this paragraph.

126. This paragraph constitutes legal conclusions to which no response is required by Defendants. To the extent a response is required, Defendants deny the allegations in this paragraph.

127. Denied.

128. Denied.

SECOND CAUSE OF ACTION
(Violation of North Carolina Residential Rental Agreements Act
N.C.G.S. § 42-46)

129. Defendants incorporate by reference their responses to the preceding allegations as if fully herein set forth.

130. This paragraph constitutes legal conclusions to which no response is required by Defendants. To the extent a response is required, Defendants deny the allegations in this paragraph.

131. This paragraph constitutes legal conclusions to which no response is required by Defendants. To the extent a response is required, Defendants deny the allegations in this paragraph.

132. This paragraph constitutes legal conclusions to which no response is required by Defendants. To the extent a response is required, Defendants deny the allegations in this paragraph.

133. Denied.

134. Denied.

135. Denied.

THIRD CAUSE OF ACTION
(Violation of North Carolina Unfair and Deceptive Trade Practices Act
N.C.G.S. § 75-1.1, *et seq.*)

136. Defendants incorporate by reference their responses to the preceding allegations as if fully herein set forth.

137. This paragraph constitutes legal conclusions to which no response is required by Defendants. To the extent a response is required, Defendants deny the allegations in this paragraph.

138. Denied.

139. Denied.

140. Denied.

141. Denied.

142. Denied.

FOURTH CAUSE OF ACTION
(Petition for Injunction
N.C.G.S. § 1-485, *et seq.*)

143. Defendants incorporate by reference their responses to the preceding allegations as if fully herein set forth.

144. Defendants admit Plaintiff, for himself and his proposed classes, seeks a temporary and permanent injunction enjoining Defendants from certain practices. Except as expressly admitted, Defendants deny the allegations in this paragraph.

FIFTH CAUSE OF ACTION
(Petition for Declaratory Judgment
N.C.G.S. § 1-253, *et seq.*)

145. Defendants incorporate by reference their responses to the preceding allegations as if fully herein set forth.

146. Defendants admit Plaintiff, for himself and his proposed classes, seeks a declaratory judgment. Except as expressly admitted, Defendants deny the allegations in this paragraph.

147. Defendants admit they dispute Plaintiff's allegations.

AS TO PLAINTIFF'S PRAYER FOR RELIEF

1. Defendants admit the U.S. District Court for the Eastern District of North Carolina has jurisdiction over the parties and this action pursuant to 28 U.S.C. §§ 1332, 1441, and 1446. Except as expressly admitted, Defendants deny the allegations in this paragraph.

2. Defendants deny Plaintiff is entitled to any of the relief requested within any part of the Complaint.

3. Defendants deny Plaintiff is entitled to any of the relief requested within any part of the Complaint.

4. Defendants deny Plaintiff is entitled to any of the relief requested within any part of the Complaint.

5. Defendants deny Plaintiff is entitled to any of the relief requested within any part of the Complaint.

6. Defendants deny Plaintiff is entitled to any of the relief requested within any part of the Complaint.

7. Defendants deny Plaintiff is entitled to any of the relief requested within any part of the Complaint.

8. Defendants deny Plaintiff is entitled to any of the relief requested within any part of the Complaint.

9. Defendants deny Plaintiff is entitled to any of the relief requested within any part of the Complaint.

10. Defendants deny Plaintiff is entitled to any of the relief requested within any part of the Complaint.

11. Defendants deny Plaintiff is entitled to any of the relief requested within any part of the Complaint.

12. Defendants deny Plaintiff is entitled to any of the relief requested within any part of the Complaint.

13. Defendants deny Plaintiff is entitled to any of the relief requested within any part of the Complaint.

14. Defendants deny Plaintiff is entitled to any of the relief requested within any part of the Complaint.

15. Defendants deny Plaintiff is entitled to any of the relief requested within any part of the Complaint.

16. Defendants deny Plaintiff is entitled to any of the relief requested within any part of the Complaint.

17. Defendants deny Plaintiff is entitled to any of the relief requested within any part of the Complaint.

18. Defendants deny Plaintiff is entitled to any of the relief requested within any part of the Complaint.

THIRD DEFENSE

This suit may not be properly maintained as a class action because: (1) Plaintiff has failed to plead and cannot establish the necessary procedural elements for class treatment; (2) the members of the putative class are not so numerous that joinder of all members is impracticable; (3) common issues of fact or law do not predominate; (4) Plaintiff is not a proper nor adequate class representative; and (4) a class action is not an appropriate method for the fair and efficient adjudication of the claims alleged in the complaint.

FOURTH DEFENSE

Any and all actions taken by Defendants with respect to the matters alleged in the Complaint were taken in good faith and in accordance with industry practice, applicable laws, regulations, and rules.

FIFTH DEFENSE

To the extent that Plaintiff or any member of the putative classes paid the fees which they now challenge, such payment constitutes accord and satisfaction.

SIXTH DEFENSE

Plaintiff and members of the putative classes willfully incurred, contributed to, and/or failed to mitigate or take reasonable steps to mitigate their damages, if any.

SEVENTH DEFENSE

Some or all of Plaintiff's claims are barred by the doctrine of waiver, release, and/or consent.

EIGHTH DEFENSE

The claims for relief of Plaintiff and members of the putative classes are barred, in whole or in part, by the terms and conditions of the documents they voluntarily executed, including but not limited to the Rental Contract, and Plaintiff and class members are presumed to have read and had the opportunity to investigate such documents prior to executing them.

ADDITIONAL DEFENSE

Defendants reserve the right to amend their Answer and to assert additional affirmative defenses as the claims of Plaintiff are more fully disclosed during the course of this litigation.

WHEREFORE, Defendants Camden Property Trust, Camden Development, Inc.; and CSP Community Owner, LP respectfully pray the Court:

1. That the Complaint and claims therein be dismissed with prejudice;

2. That Plaintiff recover nothing from Defendants;

3. That Defendants' costs, including reasonable attorneys' fees to the full extent permitted under applicable law, be taxed against Plaintiff; and

4. For such and other further relief that the Court deems just and appropriate.

This the 10th day of April 2017.

/s/ D.J. O'Brien III

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CERTIFICATE OF SERVICE

I hereby certify that I electronically filed the foregoing document with the Clerk of Court using the CM/ECF system, which will notify the following attorneys for Plaintiff:

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This the 10th day of April 2017.

/s/ D.J. O'Brien III
D.J. O'Brien III